

EMPLOYMENT CONTRACT

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereafter called the "County", and the San Bernardino International Airport Authority, hereinafter called the "Authority", and **Cecil E. Ray**, hereinafter called the "Contractor."

It is hereby agreed that County shall employ Contractor as an **Airport Operations Manager** and that Contractor shall provide his services in the manner and on the terms and conditions hereinafter set forth:

1. Contractor shall provide services with respect to the closure and reuse of Norton Air Force Base. Contractor shall be responsible for the performance of the duties set forth, but should not be limited to the following:
 - A. Manages Airport Operations Division and ensures the airfield is operated in regulatory compliance with FAR Part 139 and applicable Federal, State and local statutes, rules, regulations, ordinances and standards.
 - B. Directs daily airport operations, including the enforcement of ground traffic rules and regulations, airport safety, and the efficient provision of services to the public.
 - C. Supervises and trains Airport staff on operation, maintenance and emergency procedures and regulations
 - D. Maintains documentation, manuals, and reports, and provides technical advice related to daily airport operation and maintenance activities.
 - E. Prepares, bids, assists in negotiating, and manages operationally related contracts and agreements entered into by Airport for the use and operation of the Instrument Landing System, Automated Weather Observation System, local altimeter source, Air Traffic Control Tower, and ARFF fire services.
 - F. Provides regulatory guidance and interpretation of FAA and other requirements in the conduct of grant-funded capital improvement projects/plans and the purchase and use of grant-funded construction equipment.
 - G. Promotes and assists in the implementation of aeronautical improvement plans and development of Airport facilities. Prepares FAA required reports, applications, and plans.
 - H. Prepares and maintains Airport Operations budget.
 - I. Assists with prospective lessees to determine facility needs and appropriate space allocations ensuring that safety and maintenance standards are met.
 - J. Identifies, seeks and promotes additional sources of revenues.
 - K. Represents the Airport in selected settings and provides technical advice before local, regional and national government, military and industry agencies.
 - L. Serves in the capacity of the FAA approved Airport Security Coordinator.
 - M. Responds to emergency situations at the airport as required.
 - N. Other duties as assigned.

2. The term of this contract shall commence on **June 26, 2004**, and continue in effect until terminated as hereinafter provided. This contract may be terminated at any time by either party without cause, upon thirty (30) days written notice of termination to the other party. The County Administrative Officer or his designee shall have full Authority and discretion to exercise County rights under this paragraph. The Executive Director of the Authority shall have the full authority and discretion to exercise the Authority's rights under this paragraph.
3. For and in consideration of Contractor's services, County agrees to pay Contractor and Contractor agrees to accept an hourly rate of **\$32.85** as Salary. The Salary as set forth shall remain in effect until such time, if any, this employment contract is duly modified by the parties. Contractor shall be required to work such hours as necessary to carry out the duties and responsibilities specified in this Contract, and such hours may be varied so long as the work requirements and efficient operations of the Authority and the County are assured. Contractor shall receive work assignments from the Director of the Authority or designee.
4. Contractor shall be entitled to all benefits in accordance with the Exempt Group C. Contractor shall be eligible to participate in the County's 1937 Act Retirement System during the term of this Contract.
5. Contractor shall be covered by County's Workers' Compensation and general liability insurance during the hours actually worked under this Contract.
6. Contractor shall be paid bi-weekly under the payroll procedures established by the County's Auditor-Controller/Recorder.
7. Contractor shall be reimbursed for actual expenses incurred in the performance of this contract in accordance with the County Code provisions governing Exempt Group C employees.
8. This Contract replaces and supersedes Contract No. 02-692. Execution of this Contract shall not be considered a break in County service; and Contractor shall carry forward all leave and retirement benefits per previous Contract No. 02-692.
9. Except as expressly provided herein, Contractor shall receive all benefits as are provided to Exempt Group C employees.
10. Contractor shall not spend more than ten (10) hours per week in teaching or other non-Authority connected business without the prior written approval of the Executive Director. No such activity shall involve a conflict of interest or adversely impact the amount of time Contractor is required to expend on Authority matters. No use of in-house Authority equipment or staff will be allowed for such purpose.

11. As a condition of employment with the County, Contractor does hereby agree to uphold the Conflict of Interest policy of San Bernardino County which is stated under Rule 1, Section 8 of the San Bernardino County Personnel Rules, CONFLICT OF INTEREST, as follows:

No official or employee shall engage in any business or transaction or shall have a financial or other personal interest or association which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal as distinguished from financial interest includes an interest arising from blood or marriage relationships or close business, personal or political association.

This section shall not serve to prohibit independent acts or other forms of enterprise during those hours not covered by active County employment providing such acts do not constitute a conflict of interest as defined herein. An employee is also subject to provisions of California Government Code Sections 1090, 1126, 87100 and any other applicable provisions of the Government Code and any conflict of interest Code applicable to County employment.

12. In order for Contractor to be able to use a private vehicle during the performance of this Agreement, Contractor shall be covered by vehicle liability insurance at least equal to the minimum requirements of the California Vehicle Code. Such requirements currently are:

- a) Fifteen Thousand Dollars (\$15,000) for single injury or death;
- b) Thirty Thousand Dollars (\$30,000) for multiple injury or death;
- c) Five Thousand Dollars (\$5,000) for property damage.

Failure to comply with the requirements of this paragraph shall be deemed grounds for termination of this Agreement, pursuant to paragraph # 2.

13. The Authority shall have the sole obligation to pay to County, within thirty (30) days of billing by County, costs incurred by County pursuant to this Contract. Failure of the Authority to reimburse County timely, shall be grounds for immediate termination of Contractor's employment without requirement for advanced written notice.
14. The Authority determines that the services provided herein are reasonably necessary for the purposes of the Authority.

Mayor Judith Valles, President
San Bernardino International Airport Authority

Cecil Eric. Ray

Dated _____

Dated: _____

Chairman, Board of Supervisors
County of San Bernardino

Dated _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD

Renee Bastian
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____, Deputy